

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

WILLIE T. HILL,)	No. C 05-3135 CW (PR)
)	
)	
Plaintiff,)	ORDER GRANTING DEFENDANT'S
)	MOTION FOR SUMMARY JUDGMENT
v.)	
)	(Docket no. 15)
)	
ALAMEDA COUNTY DEPUTY SHERIFF)	
D. JONES, Badge No. 1305,)	
)	
Defendant.)	
_____)	

INTRODUCTION

Plaintiff Willie T. Hill filed this pro se civil rights action when he was incarcerated at the Santa Rita County Jail. According to the allegations in the complaint, after an altercation on April 15, 2005 with another inmate at the jail he became afraid for his life. He explained the situation to Defendant Deputy Sheriff D. Jones, and asked to be moved to another housing pod because he believed he was in imminent danger of being harmed. Defendant Jones told Plaintiff he would move him, but failed to do so. As a result, Plaintiff was assaulted by the other inmate's cousins and friends who were returning from court. He suffered injuries to his head, neck, back, ribs and thighs, as well as emotional distress.

In an Order dated July 5, 2006, the Court found that Plaintiff's allegations presented a cognizable claim for deliberate indifference to safety.

Defendant moves for summary judgment. Defendant claims that Plaintiff's complaint constitutes a legal claim that has been released through settlement. (Mot. for Summ. J. at 3.) He alleges

1 that Plaintiff's Eighth Amendment claim stemming from the April 15,
2 2005 incident is barred by the valid release signed by Plaintiff,
3 which extinguishes his cause of action. (Id.; Hillegass Decl., Ex.
4 B.) Defendant argues that Plaintiff cannot prevail as a matter of
5 law on the sole cognizable claim in his complaint and, therefore,
6 he is entitled to summary judgment as a matter of law.

7 To date, Plaintiff has not filed an opposition.¹

8 For the reasons discussed below, Defendant's motion for
9 summary judgment is GRANTED.

10 STANDARD OF REVIEW

11 Summary judgment is properly granted when no genuine and
12 disputed issues of material fact remain and when, viewing the
13 evidence most favorably to the non-moving party, the movant is
14 clearly entitled to prevail as a matter of law. Fed. R. Civ. P.
15 56; Celotex Corp. v. Catrett, 477 U.S. 317, 322-23 (1986);
16 Eisenberg v. Ins. Co. of N. Am., 815 F.2d 1285, 1288-89 (9th Cir.
17 1987).

18 The moving party bears the burden of showing that there is no
19 material factual dispute. Therefore, the Court must regard as true
20 the opposing party's evidence, if supported by affidavits or other
21 evidentiary material. Celotex, 477 U.S. at 324; Eisenberg, 815
22 F.2d at 1289. The Court must draw all reasonable inferences in

23
24 ¹ Plaintiff has been given two extensions of time to file an
25 opposition. The deadline to file his opposition was on July 8,
26 2007. In an Order dated September 7, 2007, the Court noted that it
27 had not received Plaintiff's opposition or any further
28 communication from him, and directed Plaintiff to file a notice of
his intent to prosecute. On September 19, 2007, Plaintiff
responded by writing a letter to the Court. While his letter is
difficult to decipher, the Court construes it as a notice of his
intent to prosecute this action and not as an opposition to
Defendant's motion for summary judgment.

1 favor of the party against whom summary judgment is sought.
2 Matsushita Elec. Indus. Co. v. Zenith Radio Corp., 475 U.S. 574,
3 587 (1986); Intel Corp. v. Hartford Accident & Indem. Co., 952 F.2d
4 1551, 1558 (9th Cir. 1991).

5 Material facts which would preclude entry of summary judgment
6 are those which, under applicable substantive law, may affect the
7 outcome of the case. The substantive law will identify which facts
8 are material. Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 248
9 (1986). Where the moving party does not bear the burden of proof
10 on an issue at trial, the moving party may discharge its burden of
11 showing that no genuine issue of material fact remains by
12 demonstrating that "there is an absence of evidence to support the
13 nonmoving party's case." Celotex, 477 U.S. at 325. The burden
14 then shifts to the opposing party to produce "specific evidence,
15 through affidavits or admissible discovery material, to show that
16 the dispute exists." Bhan v. NME Hosps., Inc., 929 F.2d 1404, 1409
17 (9th Cir. 1991), cert. denied, 502 U.S. 994 (1991). A complete
18 failure of proof concerning an essential element of the non-moving
19 party's case necessarily renders all other facts immaterial.
20 Celotex, 477 U.S. at 323.

21 DISCUSSION

22 On May 11, 2005, Plaintiff filed a prison grievance with
23 Deputy J. Beauchamp stating the same allegations as the present
24 action. (Shaull Decl. ¶ 6; Ex. B.) On June 29, 2005, the
25 Grievance Unit investigating supervisor, Sergeant K. Martinez,
26 referred the grievance to Santa Rita Jail Administration for
27 review. (Shaull Decl. ¶ 7.) The appeals officer and commanding
28 officer's designee reviewed and concurred with Sergeant Martinez's

1 decision. (Id.)

2 Plaintiff filed the present action on August 3, 2005.

3 Between September, 2005 and February, 2006, Plaintiff
4 discussed settling his claim against the County of Alameda with
5 Helen Guidry of Acclamation Insurance Management Services (AIMS),
6 who was responsible for handling this matter for the County.
7 (Hillegass Decl. ¶ 2.)

8 Ms. Guidry kept a call log sheet detailing the subject matter
9 of various telephone conversations she had with Plaintiff and his
10 mother, Gladys Anderson. (Hillegass Decl. ¶ 4; Ex. A.) Ms.
11 Guidry, along with her supervisor, determined that Plaintiff's
12 claim was worth \$1,500.00. (Id. ¶ 5.) On December 5, 2005, Ms.
13 Guidry received a letter from Plaintiff giving his mother
14 permission to handle the settlement of his claim. (Id.; Ex. E.)
15 On December 6, 2005, Ms. Guidry offered \$1,500.00 to settle the
16 claim, and Plaintiff's mother orally accepted on his behalf.
17 (Hillegass Decl. ¶ 5.) On that same date, Ms. Guidry mailed a
18 document entitled "Release of All Claims" to Plaintiff's mother,
19 and the record shows that Plaintiff signed the release on February
20 2, 2006. (Hillegass Decl. ¶ 6; Ex. B.)

21 The release states that in consideration for \$1,500.00,
22 Plaintiff agreed to "forever discharge" the County "from any and
23 all claims, actions, causes of action" which Plaintiff "now
24 has/have or which may hereafter accrue on account of or in any way
25 growing out of any and all known and unknown, foreseen and
26 unforeseen bodily and personal injuries and property damages and
27 consequences thereof resulting or to result from the accident,
28 casualty or event which occurred on or about the 15th day of April,

1 2005 at or near the Santa Rita Jail in Santa Rita, California."
2 (Hillegass Decl.; Ex. B.)

3 On March 6, 2006, Ms. Guidry sent Plaintiff a check issued by
4 the County in the amount of \$1,500.00 and wrote Plaintiff a letter
5 stating, "This is the final resolution of your claim against
6 Alameda County." (Hillegass Decl.; Exs. C, D.) On March 8, 2006,
7 check number 1084170 in the amount of \$1,500.00 was endorsed with
8 the signature "Willie T. Hill" and cleared the County's account at
9 Union Bank of California. (Lee Decl. ¶ 5; Ex. A.)

10 Defendant has presented the Court with competent evidence that
11 Plaintiff signed the aforementioned release and received
12 compensation, and Plaintiff has failed to submit any evidence to
13 counter Defendant's claim. However, a release of claims under
14 § 1983 is valid only if it results from a decision that is
15 voluntary, deliberate, and informed. See Boyd v. Adams, 513 F.2d
16 83, 87-88 (7th Cir. 1975). The conditions affecting the validity
17 of a release of significant federal rights are eminently a matter
18 of federal law, and the Court finds it unnecessary to examine
19 California authorities presented by Defendant. See id. at 87.

20 "In the context of section 1983 waivers, several factors are
21 relevant: although both parties may agree on certain facts,
22 including the accuracy of the transcript of the claimed settlement
23 conference, summary judgment is precluded when conflicting
24 inferences might be drawn about a party's state of mind as
25 reflected by objective indications." Jones v. Taber, 648 F.2d
26 1201, 1204 (1981). Courts must be solicitous in ascertaining
27 whether the release of a civil rights claim is valid. See id. at
28 1204-05 ("The federal solicitude for claimants under section 1983

1 is at least as great as that for seamen and in both situations the
2 claimant's dependence on potential defendants requires the release
3 to be examined with particular care.").

4 In Jones, a county prisoner filed a § 1983 suit against county
5 officials based on a beating administered while he was
6 incarcerated. Id. at 1202. The district court granted summary
7 judgment for the defendants on the ground that Jones had, in
8 exchange for \$500.00 paid to him, signed a release in favor of all
9 the defendants. Id. Reversing the grant of summary judgment, the
10 Ninth Circuit held that defendants who rely on § 1983 releases
11 signed by prisoners must meet the same standard of validity
12 applicable to maritime releases. Id. Furthermore, the court found
13 that the fact that Jones admitted that his signature on the release
14 was "voluntary" was not controlling and that there were objective
15 indications of coercive pressures and a lack of understanding
16 precluding summary judgment. Id. at 1204. The court stated that
17 on remand, one objective factor that must be considered is the
18 presence of a non-coercive atmosphere for the execution of the
19 release, or how significant is the absence of such an atmosphere.
20 Id. at 1204-05 (citing Boyd, 513 F.2d at 88). The court elaborated
21 by stating:

22 Immediately after the beating and mistreatment were
23 sustained by Jones, he was put back into a special
24 segregation facility. The circumstances of the original
25 injury may thus be tied in a direct and proximate way to
26 the release in that they may have been inherently
27 coercive. Objective factors that might dissipate this
28 coercive atmosphere, such as the presence of an attorney
representing the releasing party or the opportunity for
Jones to consider the consequences of his actions in a
neutral environment, appear to have been absent. We do
not foreclose a finding of a voluntary release when the
release is entered into by a prisoner without presence
or assistance of counsel, but these circumstances must

1 be weighed carefully.

2 Id. at 1205.

3 Jones is distinguishable from the present case. Plaintiff was
4 able to speak and consult with his mother during the whole
5 negotiation process. He was also able to write to Ms. Guidry
6 directly in November, 2005, when he first found out that she was
7 handling his case, and a month later, when he decided to give his
8 mother permission to handle settlement negotiations. (Hillegass
9 Decl.; Ex. E.) Furthermore, the record shows that Plaintiff was no
10 longer at the Santa Rita Jail during the negotiation process
11 because his letters were sent from San Quentin State Prison, where
12 he had been transferred. (Id.) Unlike Jones, Plaintiff had the
13 opportunity "to consider the consequences of his actions in a
14 neutral environment." Jones, 648 F.2d at 1205. Plaintiff has
15 failed to provide any evidence to the contrary as he did not file
16 an opposition to Defendant's motion for summary judgment. Upon
17 evaluating the validity of a release as set forth in Jones, the
18 Court finds that Plaintiff's release of his Eighth Amendment claim
19 stemming from the April 15, 2005 incident was voluntary.

20 Accordingly, the Court GRANTS summary judgment for Defendant
21 on the ground that Plaintiff had, in exchange for \$1,500.00 paid to
22 him, voluntarily signed a release in favor of Defendant.

23 CONCLUSION

24 For the foregoing reasons, the Court orders as follows:

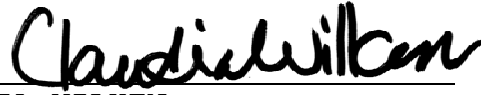
25 1. Defendant's motion for summary judgment (docket no. 15) is
26 GRANTED.

27 2. The Clerk of the Court shall enter judgment in favor of
28 Defendant, terminate all pending motions and close the file.

3. This Order terminates Docket no. 15.

IT IS SO ORDERED.

DATED: 9/26/07



CLAUDIA WILKEN

United States District Judge

UNITED STATES DISTRICT COURT
FOR THE
NORTHERN DISTRICT OF CALIFORNIA

HILL,

Plaintiff,

v.

JONES et al,

Defendant.

Case Number: CV05-03135 CW

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that I am an employee in the Office of the Clerk, U.S. District Court, Northern District of California.

That on September 26, 2007, I SERVED a true and correct copy(ies) of the attached, by placing said copy(ies) in a postage paid envelope addressed to the person(s) hereinafter listed, by depositing said envelope in the U.S. Mail, or by placing said copy(ies) into an inter-office delivery receptacle located in the Clerk's office.

Brendan Kenny
Andrada & Associates
180 Grand Avenue
Suite 925
Oakland, CA 94612

Willie T. Hill V-79683
Alameda County Santa Rita Jail
5325 Broder Blvd
Dublin, CA 94568

Willie T. Hill
C/O Gladys H. Anderson
1717 California Drive, Apt. 105
Vacaville, CA 95687

Dated: September 26, 2007

Richard W. Wieking, Clerk
By: Sheilah Cahill, Deputy Clerk

United States District Court
For the Northern District of California